

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Will Allen, Redevelopment Administrator / 954-797-2093

PREPARED BY: Will Allen

SUBJECT: A Resolution Of The Town Of Davie, Florida Ratifying The Approval Of A Contract Between the Town Of Davie Community Redevelopment Agency And Demo Doctor, Inc., For The Demoliton Of Building Structures Located On Davie Road and Orange Drive (B-07-105).

AFFECTED DISTRICT: District 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA RATIFYING THE APPROVAL OF A CONTRACT BETWEEN THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY AND DEMO DOCTOR, INC., FOR THE DEMOLITION OF BUILDING STRUCTURES LOCATED ON DAVIE ROAD AND ORANGE DRIVE (B-07-105), AUTHORIZING THE MAYOR TO EXECUTE THE RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: Bids for the demolition of building structures locted at the corner of Davie Road and Orange Drive were opened on September 11, 2007. A total of 15 bids were received. The prices ranged from the low bid of \$36,400 to a bid of \$146,000. The recommendation is to award a contract to the low bidder, Demo Doctor, Inc.

CONCURRENCES: The CRA Board approved the contract at their meeting of September 24, 2007.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$36,400.00

Account Name: Special Projects 010-0405-515.05-02

RECOMMENDATION(S): Motion To Approve The Resolution

Attachment(s): Resolution
Contract Between CRA And Demo Doctor, Inc.
Bid Tabulation
Procurement Authorization

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA RATIFYING THE APPROVAL OF A CONTRACT BETWEEN THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY AND DEMO DOCTOR, INC., FOR THE DEMOLITION OF BUILDING STRUCTURES LOCATED ON DAVIE ROAD AND ORANGE DRIVE (B-07-105), AUTHORIZING THE MAYOR TO EXECUTE THE RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Davie Community Redevelopment Agency purchased property located on the Northwest corner of Davie Road and Orange Drive which was formerly a gas station; and

WHEREAS, the Davie Community Redevelopment Agency purchased additional properties located just west of the original site which was formerly known at the Mary Beth Quilting Patch, and Davie Apostolic Church; and

WHEREAS, the Davie Community Redevelopment Agency has solicited bids from demolition firms for the purpose of removing the building structures located on these sites; and

WHEREAS, the firm of Demo Doctor, Inc., provided the lowest bid providing for the demolition of these structures.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA;

SECTION 1. The Town of Davie does hereby ratify the Agreement or Contract between the Town of Davie Community Redevelopment Agency and Demo Doctor, Inc., for providing demolition services for the above subject properties.

SECTION 2. The Mayor is authorized to acknowledge such approval by affixing his signature to said Resolution.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

AGREEMENT

BY THIS CONTRACT (herein called this "CONTRACT") entered into this _____ day of _____, 2007 by **THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes, whose address is 3921 S.W. 47th Avenue, Suite 1008, Davie, Florida (the "OWNER") and **DEMO DOCTOR, INC.** whose address is P.O. Box 14848, Fort Lauderdale, Florida 33302 (the "CONTRACTOR") agree as follows:

ARTICLE 1 **General**: Owner and Contractor wish to establish a general Contract of terms and conditions under which Contractor's work will be conducted for demolition of four (4) building structures and removal of parking areas identified as Project No. B-07-105 (the "Project").

(a) Contractor shall furnish all supervision, labor, tools, equipment, and licenses necessary to perform the work described in this Contract (hereinafter called the "Work"). Contractor shall perform the Work in strict accordance with this Contract and the attached General Conditions of this Contract. All State of Florida, Broward County, and Town of Davie regulations must be met. The Town of Davie shall be responsible for all asbestos removal. The Contractor is also responsible for assuring that the utility connections for the entire site are disconnected. No permit fees from the Town of Davie are required to be obtained prior to doing the demolition work.

(b) The scope of the Work herein above described is intended solely as a general outline for convenience in specifying the Scope of the Work and does not eliminate any requirements in this Contract or any items required for completion of the Project intended by this Contract. The Contractor shall comply with all applicable local, city, county, state and national codes and regulations and the highest standards and practices of the construction industry. All labor and equipment required to fully comply with the requirements are included under the scope of this Contract.

(c) The attachment to this Contract of General Conditions and Scope of Work (hereinafter General Conditions) listed in **Exhibit "A"**, attached hereto, is for emphasis or to comply with applicable laws or regulation, at the direction of the Owner, and is not an exclusion of any other parts.

(d) The Contractor shall be bound by all representations contained in its bid, a copy of which is on file with the Town of Davie.

(e) Compensation for the services to be performed by the Contractor shall be paid upon the completion of the Work shown on **Exhibit "A"** and shall be paid in a lump sum at the completion of the Work and acceptance thereof by the Owner. The lump sum amount is thirty six thousand four hundred (\$36,400.00) Dollars ("Contract Price").

ARTICLE 2. **Contractor's Duties:** Contractor agrees to fully cooperate with Owner to perform the Work in the most expeditious and economical manner consistent with the interests of Owner. Contractor further agrees to (i) utilize the Contractor's best skill, efforts and judgment in furthering the interests of Owner, (ii) furnish efficient administration and supervision of the Work, and (iii) furnish at all times an adequate supply of labor and equipment in order to complete the Work within the time required by this Contract. Contractor agrees to furnish and pay for all labor, equipment, tools, machinery, transportation, general field requirements, and other costs and expenses whatsoever, both direct and indirect, necessary to complete the Work in strict accordance with the Contract and General Conditions, as the same may reasonably be amended, modified or interpreted from time to time by Owner. Contractor shall pay any and all costs and expenses incurred in completing the Work, whether or not such items are actually incorporated or consumed in the construction of the Project and regardless of whether such items are temporary or permanent in nature.

ARTICLE 3. **Compliance With Laws, Codes and Restrictions:** Before commencing any Work Contractor shall deliver a copy of its contractor's license and an appropriate occupational license to Owner (which licenses must be kept active and in good standing at all times). Contractor agrees that all Work shall strictly comply with (i) all development, building, zoning, fire and safety codes, and (ii) all other ordinances, statutes, rules, regulations and laws affecting the Project, as the same may reasonably be amended, interpreted or enforced from time to time, all with no additional compensation payable to Contractor and as if originally specified in the Contract. Contractor represents and warrants to Owner that Contractor and all of its subcontractors, subcontractors, material men, suppliers, laborers and others performing all or a portion of the Work (each, a "Lienor") are bound by the Contract as they relate to any portion of the Work performed by said parties.

Any changes, additions or amendments to governing laws, ordinances, statutes, rules, regulations and covenants and declarations which become effective after the date of this Contract is signed by the Contractor, to the extent the Contractor incurs extra costs due to the changes, additions and amendments, shall be grounds for the Contractor to receive additional compensation from the Owner.

ARTICLE 4. **Construction Means and Testing:** Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. If the inspection is by an authority other than Owner, Contractor will arrange for such inspection and promptly advise Owner of the date fixed for such inspection and any required certificates of inspection being secured. Any special or other (e.g. threshold) inspector engaged for the Project pursuant to any law, code, ordinance, rule or regulation shall be deemed an agent or representative of the governmental agency to which the inspector renders reports or certifications. All required certificates of inspection, testing or approval shall be secured by Contractor, at Contractor's sole expense, and promptly delivered to Owner.

ARTICLE 5. **Scope of the Work:** It is the intent of Owner and Contractor that the Contract and General Conditions provide for the performance of completed and tested work by the Contractor, including all devices, materials or other work not shown in the General Conditions but which are reasonably inferable therefrom and any and all incidental accessories necessary to make the Work complete and operable in all respects (even if not specified in the description of the work, but necessary for proper installation and operation of the Work under the General Conditions), all of which shall be provided by the Contractor as part of the stated Contract Price. Any request for extras which appear to be based on either the lack of specific details or specified reference in the General Conditions will be not approved as an extra if, in the sole opinion of the work in question is a required item under the Contract (which opinion shall be conclusive and binding on Contractor). Owner shall have the right, at any time, to supplement the General Conditions for the Work with consistent drawings and schedules and upon doing so such drawings and schedules shall immediately become part of the Contract. Contractor shall do the several parts of the Work at such times and in such order as Owner may direct and in the event the work is divided into sections, Contractor shall prosecute all sections simultaneously if requested by Owner.

ARTICLE 6. **Title to Materials:** All Work furnished or delivered to the Project and all materials, fixtures or equipment installed in the Project shall be free and clear of any claims, liens or encumbrances. Immediately upon performance of any part of the Work by Contractor under this contract, title to all such work shall vest in the owner, the Contract warrants such title shall be free of any claims, liens or encumbrances upon payment therefor.

ARTICLE 7. **Construction Liens:** Contractor shall ensure that no construction liens, or other encumbrances whatsoever (including equitable lien claims), shall be filed or maintained by the Contractor or by any subcontractors, sub-subcontractors, material men, laborers or other lienors (each, a "Lienor") in connection with any Work. Contractor agrees to indemnify, defend and hold Owner harmless from and against all liens or other claims whatsoever filed by or against the Owner or the Project by any Lienor for work performed or materials or services furnished in connection with the Work for which Contractor has been paid or for which payment is not due at the time the lien is filed. In the event a claim of lien is filed against Owner's property, Contractor shall cause the same to be satisfied within five (5) days following the date of filing, or in the alternative, shall cause the claim of lien to be transferred to bond.

ARTICLE 8. **Commencement and Completion of Work:** Contractor agrees to commence the Work immediately upon notification by Owner of the desired commencement date. The Contractor agrees to complete all work pursuant to this Contract within thirty (30) days of the issuance of a demolition permit for the Work ("Completion Date"). The Contractor agrees to apply for a demolition permit within thirty (30) days of the execution of this Contract and to diligently prosecute all steps necessary to obtain said permit for the Town of Davie.

The Work shall be deemed completed when all of the following have occurred to Owner's reasonable satisfaction:

(a) All necessary governmental approvals, licenses, operating permits or other applicable approvals for the Work, including certificates of occupancy (if applicable) or final approvals, have been obtained and any final, unconditional inspections of the Work have been conducted by all applicable agencies;

(b) Contractor must have furnished to Owner a Final Contractor's Affidavit verifying that the Work has been completed in accordance with this Contract and the General Conditions and that all Lienors have been paid in full, accompanied by a Final Lien Waiver and Release of Lien duly executed by Contractor and each Lienor, all in a form prescribed by Owner in its sole discretion, to ensure lien-free completion of the Work;

(c) Owner has accepted the Work in writing; and

(d) Contractor, at its sole cost and expense, must have furnished to Owner accurate and complete information which Owner deems necessary or desirable to document completion of the Work (including any and all Change Orders, extras and any changes made in the field).

ARTICLE 9 . **Final Payment:** Upon final completion of the Work and written acceptance of the Work by Owner and the issuance of all necessary governmental approvals, licenses, operating permits or other applicable approvals for the Work, Contractor shall be entitled to apply for the final payment ("Final Payment") of all the sums due to Contractor under the Contract. As a further condition precedent to receiving the Final Payment, Contractor shall (i) furnish to Owner a final contractor's affidavit verifying that the Work has been completed in accordance with the Contract and that all Lienors performing any portion of the Work have been paid in full, accompanied by a final lien waiver and release of lien duly executed by Contractor and each Lienor performing any portion of the Work, all in a form prescribed by Owner, and containing such terms and provisions as Owner deems necessary or desirable in its sole discretion to ensure lien-free completion of the Work, (ii) deliver to Owner all warranties required by the Contract, and (iii) provide Owner, at Contractor's expense, with accurate and complete information which Owner deems necessary or desirable to document completion of the Work (including any and all changes made in the field). Contractor's acceptance of the Final Payment shall constitute a waiver by Contractor of all claims against Owner which are unsettled at the time of the making of the Final Payment. Owner shall have thirty (30) days to make the Final Payment after all conditions precedent to Final Payment are fulfilled.

ARTICLE 10. **Application of Payments:** Contractor shall apply all payments received under the Contract to the payment of amounts owed for labor, materials or services which were furnished for the Work. All such funds paid to Contractor shall be held in trust for payment of all Lienors and neither Contractor nor any other Lienor shall use such funds for any other purpose. In the event any liens are filed against the Property as a result of the Work and are not satisfied of record within three (3) calendar days of Owner's notice to the Contractor of the existence of such lien, Owner shall have the right to settle, satisfy or bond-off such lien at Contractor's cost and expense and off-set the same against the Final Payment due to Contractor under the Contract.

ARTICLE 11. **Taxes:** Contractor shall be solely responsible for the payment of all of taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by Contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be

assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or the completion of the Work.

ARTICLE 12. **Examination of Site and Technical Specifications**: Contractor waives all claims that the site and existing conditions (if any) are not in accordance with the General Conditions and all bid documents. If, prior to submitting a bid, Contractor fails to properly review the General Conditions and other bid documents to discover any deficiencies affecting the Work and subsequently discovers any such deficiencies while performing the Work, Contractor shall be obligated to immediately notify Owner in writing of such deficiencies and shall promptly correct the same without any increase in the Contract Price and without any extension of the Completion Date. Owner expressly disclaims any warranties, expressed or implied, of the suitability of the site for the construction of the Work. Contractor hereby waives any claims for damage, additional compensation or delay based upon any deficiencies in the General Conditions.

ARTICLE 13. **Changes in the Work**: Owner may, without invalidating the Contract, order additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made in the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extension of the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract.

ARTICLE 14. **Delays**: If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work by Owner, fire, adverse weather conditions which can not reasonably be anticipated (normal rain delays already being contemplated in determining the Completion Date), unavoidable casualty or similar causes beyond the Contractor's control, then the Completion Date shall be extended by Change Order for such reasonable time as the Owner may determine. Any claim by Contractor for an extension of the Completion Date shall be made in writing to the Owner not more than twenty-four (24) hours after the commencement of the delay, otherwise the claim for extension shall be waived. In the case of a continuing delay only one claim is necessary. Contractor shall identify with specificity the cause of the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work. Any claim for delay by the Contractor shall only serve to extend the Completion Date and shall not

entitle the Contractor to any increase in the Contract Price, except as specified in Article 8 above. All other claims for damages due to delays in the Work are hereby waived by Contractor even if caused in part by Owner's or a separate contractor's negligent actions or omissions.

ARTICLE 15. **Indemnification**: The Contractor agrees to indemnify and hold harmless the Owner, its officers, agents and employees, free and harmless from any claim, liability, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against all loss of life, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the Owner against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and expenses in connection therewith. Nothing in this Contract shall be construed to affect in any way the Owner's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

ARTICLE 16. **Insurance**: The Contractor, at Contractor's expense shall maintain the following insurance coverages until acceptance of the Work by the Owner.

A. Workers' Compensation-Statutory:

Policy must include Employers Liability: \$100,000 for each accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee).

B. Commercial General Liability:

\$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for premises/operations; products/completed operations; contractual liability; independent contractors.

C. Business Auto Liability:

\$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned auto; hired autos; non-owned autos.

The CRA and the Town of Davie are to be named as additional insureds on both the general liability and auto liability policies. These policies shall provide that the CRA and the Town be given thirty (30) days advance notice prior to cancellation or reduction in coverages.

ARTICLE 17. **Standards of Workmanship**: The Work shall meet the requirements of the General Conditions and the standards generally accepted by the local industry.

ARTICLE 18. **Labor Disputes:** In the event of any labor dispute, regardless of whether or not Contractor caused and/or is directly involved therewith, and regardless of the reason for the labor dispute, Contractor agrees to perform the Work as scheduled. Any such labor dispute shall not be deemed an excuse by Contractor for failure to perform. As used herein, labor dispute shall be deemed to include any strike or refusal to cross any picket line by any laborer or any other person regardless of the person, company or employee to which such action is directed. Labor disputes shall also include any stoppage, abandonment, interference or any interruption of the Work by any person, labor organization, company or others.

ARTICLE 19. INTENTIONALLY OMITTED

ARTICLE 20. **Compliance with OSHA and EEOC:** Contractor agrees to observe and strictly adhere to the provisions of the Occupational Safety and Health Act, and any other similar laws, rules or regulations enacted by federal, state or local authorities, as the same may be amended, interpreted or enforced from time to time. Contractor shall also comply with all laws, procedures, rules and regulations promulgated by the Equal Employment Opportunity Commission or other authority with regard to non-discrimination as the same apply to the Work.

ARTICLE 21. **Default and Termination:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under the Contract: (i) a breach by Contractor of any covenant, warranty or Contract contained in the Contract or any covenant, warranty or Contract contained in any other Contract or Contract between Owner and Contractor (or an affiliated company) which remains uncured for ten (10) days after notice from Owner, (ii) the commencement of any proceedings by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (ii) obtain specific performance of the Contractor's obligations under the Contract, (iii) obtain any other available legal or equitable remedies, or (iv) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contract, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or Contract between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefore. Contractor grants Owner a lien

and security interest in all materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

ARTICLE 22 **Liquidated Damages** The Owner shall assess a one hundred (\$100.00) dollar per day liquidated damage cost for every day the Project exceeds the Completion Date established in Section 8. These costs will be levied in all cases except for those extensions approved by the Owner. Liquidated Damages will be received for each day of the Completion Date, Sundays and Holidays included, that the Work remains uncompleted. These amounts shall represent the actual damages which the Owner has sustained per day by failure of the Contractor to complete the Work within the time stipulated and shall not be construed as a penalty.

ARTICLE 23 **Clean-Up and Preservation**: Contractor agrees to remove from the Project, as often as directed by Owner, all rubbish, debris and surplus material which may accumulate from the prosecution of the Work. Contractor, at its expense, agrees to remain responsible for the preservation and protection of the Work during any work stoppages or delays and further agrees to protect the Work from deterioration and/or damage until such time as the Work is accepted in writing by Owner and the Final Payment is made. Owner's acceptance of the Work shall not constitute a waiver of any claims for defective or non-complying Work.

ARTICLE 24. **Safety and Use of Site**: Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Contractor, at Contractor's expense, shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (i) all employees performing the Work and other persons who may be affected thereby, (ii) all of the Work and all materials and equipment to be incorporated therein, and (iii) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority relating to the safety of persons and properties and their protection from damage, injury or loss. Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The areas of the Project which may be used by Contractor are limited and shall be approved by Owner and any authority having jurisdiction over the site before Contractor commences the Work. Owner shall have the right to reasonably change the location of such areas from time to time upon notice to Contractor. Contractor shall use its best efforts to ensure at all times that any and all conservation areas or nature preserve areas located in or adjacent to the Project are not entered or disturbed, except when authorized by Owner and that all vehicles (whether Contractor's, or any others performing the Work) are to be parked, and all equipment and materials are to be kept, at all times, on site and that adequate security shall be provided for the job site to protect against trespassing, theft, vandalism, breakage and damage.

ARTICLE 25. **Conduct of Workmen**: Contractor shall be responsible for the proper behavior and conduct of all persons performing the Work and shall be responsible

for removing from the job site any workmen whose behavior is disruptive to the orderly progress of the Work. No alcoholic beverages of any kind are to be consumed on the job site and no habit forming or illegal drugs are to be brought on the job site or used by any workmen. No radios or other sound-producing devices shall be used in a manner which annoys or disturbs others performing work. Any workmen found to have violated said regulations shall be immediately replaced by Contractor. Any breach of this paragraph will be grounds for immediate termination of the Contractor.

ARTICLE 26. **Notices.** All notices to be given hereunder shall be in writing and personally delivered, or sent by registered or certified mail, return receipt requested, or sent by telefax with copy by mail, or delivered by an overnight courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or overnight courier service, or on the date of transmission with confirmed answer back if by telefax if transmitted before 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day, except that notice of a change in address shall be effective only upon receipt.

If to the Owner:

TOWN OF DAVIE
COMMUNITY REDEVELOPMENT AGENCY
Attn: Redevelopment Administrator
3921 S.W. 47th Avenue
Suite 1008
Davie, Florida 33314
Telephone No. (954) 797-2093
Fax No. (954) 797-1200

If to the Contractor:

Demo Doctor, Inc.
P.O. Box 14848
Fort Lauderdale, Florida 33302
Telephone No. (954) 761-9268
Fax No. (954) 761-8815

ARTICLE 27. **Arbitration**: All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contract, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This Contract to arbitrate shall be specifically enforceable in any court of competent jurisdiction.

ARTICLE 28 **Public Entity Crime Information** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months for the date of being placed on the convicted vendor list.

ARTICLE 29. **Miscellaneous:**

- (a) Time is of the essence for all Contractors' obligations under the Contract.
- (b) Contractor shall not pledge, transfer, encumber or assign its rights under the Contract or any part thereof or interest therein.
- (c) Only the Owner, the Contractor and any indemnified parties described in the Contract shall be entitled to the benefits of the Contract, and no other party shall be deemed a third-party beneficiary under the Contract nor be entitled to enforce the terms of the Contract.
- (d) In the event any term or provision of the Contract is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of the Contract shall be construed to be in full force and effect. The Contract shall be governed and construed in accordance with the laws of the State of Florida and the Contractor submits to the jurisdiction of the state and federal courts in and for the Broward County and waives any claim that the same is an inconvenient forum.
- (e) The Contract contains the entire Contract and understanding between Owner and Contractor and there are no representations, warranties or Contracts other than those contained in the Contract. All negotiations and Contracts, oral or written, relating to the Work prior to the date of the Contract are superseded and replaced by the terms of the Contract. Any additions, modifications or changes to the Contract must be in writing and signed by the party against whom enforcement is sought.
- (f) No provision of the Contract shall be deemed to have been waived by Owner, either expressly, impliedly or by course of conduct, unless such waiver is in writing and signed by Owner, which waiver shall apply only to the matter described in the writing and not to any subsequent rights of Owner.
- (g) The prevailing party in any litigation arising under the Contract shall be entitled to reimbursement of all attorneys' fees and costs incurred at all trial and appellate levels, including any bankruptcy proceedings.
- (h) The Contract may not be recorded in the Public Records and any such recording by Contractor shall be deemed a material default. In interpreting the Contract, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall

include every other and all genders, and captions and paragraph headings shall be disregarded. The Contract shall not be more strictly construed against either party hereto.

(i) All indemnities, representations, warranties and waivers made by Contractor in favor of Owner, its agents, employees, successors or assigns, shall survive completion of the Work, the making of the Final Payment and any cancellation or termination of the Contract.

(j) All of the exhibits attached to these general conditions are incorporated in and made a part of the Contract.

ARTICLE 30. **WAIVER OF JURY TRIAL:** OWNER AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

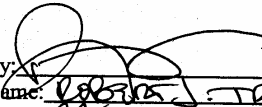
IN WITNESS WHEREOF, the parties hereto have executed these general conditions as of the date first above written.

THE TOWN OF DAVIE COMMUNITY
REDEVELOPMENT AGENCY

Attest:

By: _____
Its Chair

Witnesses:
John Aertz
Print Name:

DEMO DOCTOR, INC.
By: 
Name: ROBERT J. TRACARDI
Title: PRESIDENT

Witnesses:
Robin Hayes
Print Name:

EXHIBIT "A"
GENERAL CONDITIONS
AND SCOPE OF WORK

1. The Contractor shall demolish four (4) existing structures and the parking areas including the covered asphalt areas as shown on the surveys attached hereto as Exhibit A-1. The work consists of demolishing the structures, removing the debris from the premises, removing the parking areas and removing the material and then grading the area and planting grass seed over the entire site. Demolition of structures along Orange Drive shall occur to the existing curb line; the existing islands located at the entrance to the Church are to be removed. All State of Florida, Broward, County, and Town of Davie regulations must be met. The Town of Davie shall be responsible for all asbestos removal. The Contractor is also responsible for assuring that the utility connections for the entire site are disconnected. The Contractor shall install and maintain a perimeter fence around the entire property during the term of the Project. The Contractor shall assure that there shall be continuous access to and from the property comprising the Moose Lodge located to the north of the Project during all work in connection with the Project, including during asphalt removal. No permit fees from the Town of Davie are required to be obtained prior to doing the demolition work
2. No work shall be performed before 7:00 a.m. and no work shall be performed after 7:00 p.m.
3. Any damage to the road, facilities, services, utilities, irrigation systems, street furniture, tree stakes or straps, or vegetation caused by the action of the contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the Owner. Failure to restore said property within five (5) working days following notification will result in a deduction from the payment made to the Contractor of expenses of the Owner incurred through the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.
4. The location of the buildings to be demolished and the parking lots to be removed are shown on the enclosed surveys. The properties located at:
 - 4493 SW 64 Avenue- This building includes a small second floor apartment known as 6425 SW 45 St.-Suite B.
 - 6425 SW 45 Street or Orange Drive-Suite A-This is a former retail store space.
 - 6451 SW 45 Street- This building was most recently used as a church and a day care center.

- 6453 SW Orange Drive- This building was used as the residence for the adjoining church.
5. All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the Owner. The Contractor shall be responsible for injury to persons caused by the operation of equipment.
 6. A Maintenance of Traffic Plan is required to be submitted detailing how the traffic on adjoining streets will be maintained in the event the demolition activities require the closing of streets. Traffic shall be maintained at all times where practical. No traffic shall be detoured without the prior knowledge of the Owner and the Davie Police Department and Davie Fire Department. The Contractor will notify the Owner and Davie Police Department and Davie Fire Department forty-eight (48) hours in advance in the event of a detour or closure of any roadway. All traffic control signs and devices are to be furnished by the Contractor. No building material may be stored on the street right-of-way. In the event the Contractor must detour traffic on the adjoining street, a plan or field sketch must be submitted for approval of the Town of Davie Police Department depicting a method of providing one way operation or runaround detour route a minimum of the 48 hours listed above.

PAGE 2 OF 2

BID OPENING REPORT

BID NAME: Demolition of Bldg. Structures
Orange Drive

TIME: 2:07 PM

BID NUMBER: B-03-105

DATE: 9/11/07

ESTIMATED COST: \$95000.00

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	D.H. Griffin Wrecking Co.	\$146,000.00	
2.	Miami Wrecking Co.	\$92,874.00	
3.	Demo Doctor Inc.	\$36,400.00	
4.	T.HUNDER DEMOLITION	\$63,000.00	
5.	WILDCAT	\$79,900.00	
6.			
7.			
8.			
9.			
10.			

REMARKS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL:

WITNESS:

Angie Salinas

DATE:

DATE:

9/11/07

AGREEMENT

BY THIS CONTRACT (herein called this "CONTRACT") entered into this _____ day of _____, 2007 by **THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes, whose address is 3921 S.W. 47th Avenue, Suite 1008, Davie, Florida (the "OWNER") and **DEMO DOCTOR, INC.** whose address is P.O. Box 14848, Fort Lauderdale, Florida 33302 (the "CONTRACTOR") agree as follows:

ARTICLE 1 **General:** Owner and Contractor wish to establish a general Contract of terms and conditions under which Contractor's work will be conducted for demolition of four (4) building structures and removal of parking areas identified as Project No. B-07-105 (the "Project").

(a) Contractor shall furnish all supervision, labor, tools, equipment, and licenses necessary to perform the work described in this Contract (hereinafter called the "Work"). Contractor shall perform the Work in strict accordance with this Contract and the attached General Conditions of this Contract. All State of Florida, Broward County, and Town of Davie regulations must be met. The Town of Davie shall be responsible for all asbestos removal. The Contractor is also responsible for assuring that the utility connections for the entire site are disconnected. No permit fees from the Town of Davie are required to be obtained prior to doing the demolition work.

(b) The scope of the Work herein above described is intended solely as a general outline for convenience in specifying the Scope of the Work and does not eliminate any requirements in this Contract or any items required for completion of the Project intended by this Contract. The Contractor shall comply with all applicable local, city, county, state and national codes and regulations and the highest standards and practices of the construction industry. All labor and equipment required to fully comply with the requirements are included under the scope of this Contract.

(c) The attachment to this Contract of General Conditions and Scope of Work (hereinafter General Conditions) listed in **Exhibit "A"**, attached hereto, is for emphasis or to comply with applicable laws or regulation, at the direction of the Owner, and is not an exclusion of any other parts.

(d) The Contractor shall be bound by all representations contained in its bid, a copy of which is on file with the Town of Davie.

(e) Compensation for the services to be performed by the Contractor shall be paid upon the completion of the Work shown on **Exhibit "A"** and shall be paid in a lump sum at the completion of the Work and acceptance thereof by the Owner. The lump sum amount is thirty six thousand four hundred (\$36,400.00) Dollars ("Contract Price").

ARTICLE 2. **Contractor's Duties:** Contractor agrees to fully cooperate with Owner to perform the Work in the most expeditious and economical manner consistent with the interests of Owner. Contractor further agrees to (i) utilize the Contractor's best skill, efforts and judgment in furthering the interests of Owner, (ii) furnish efficient administration and supervision of the Work, and (iii) furnish at all times an adequate supply of labor and equipment in order to complete the Work within

the time required by this Contract. Contractor agrees to furnish and pay for all labor, equipment, tools, machinery, transportation, general field requirements, and other costs and expenses whatsoever, both direct and indirect, necessary to complete the Work in strict accordance with the Contract and General Conditions, as the same may reasonably be amended, modified or interpreted from time to time by Owner. Contractor shall pay any and all costs and expenses incurred in completing the Work, whether or not such items are actually incorporated or consumed in the construction of the Project and regardless of whether such items are temporary or permanent in nature.

ARTICLE 3. Compliance With Laws, Codes and Restrictions: Before commencing any Work Contractor shall deliver a copy of its contractor's license and an appropriate occupational license to Owner (which licenses must be kept active and in good standing at all times). Contractor agrees that all Work shall strictly comply with (i) all development, building, zoning, fire and safety codes, and (ii) all other ordinances, statutes, rules, regulations and laws affecting the Project, as the same may reasonably be amended, interpreted or enforced from time to time, all with no additional compensation payable to Contractor and as if originally specified in the Contract. Contractor represents and warrants to Owner that Contractor and all of its subcontractors, subcontractors, material men, suppliers, laborers and others performing all or a portion of the Work (each, a "Lienor") are bound by the Contract as they relate to any portion of the Work performed by said parties.

Any changes, additions or amendments to governing laws, ordinances, statutes, rules, regulations and covenants and declarations which become effective after the date of this Contract is signed by the Contractor, to the extent the Contractor incurs extra costs due to the changes, additions and amendments, shall be grounds for the Contractor to receive additional compensation from the Owner.

ARTICLE 4. Construction Means and Testing: Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. If the inspection is by an authority other than Owner, Contractor will arrange for such inspection and promptly advise Owner of the date fixed for such inspection and any required certificates of inspection being secured. Any special or other (e.g. threshold) inspector engaged for the Project pursuant to any law, code, ordinance, rule or regulation shall be deemed an agent or representative of the governmental agency to which the inspector renders reports or certifications. All required certificates of inspection, testing or approval shall be secured by Contractor, at Contractor's sole expense, and promptly delivered to Owner.

ARTICLE 5. Scope of the Work: It is the intent of Owner and Contractor that the Contract and General Conditions provide for the performance of completed and tested work by the Contractor, including all devices, materials or other work not shown in the General Conditions but which are reasonably inferable therefrom and any and all incidental accessories necessary to make the Work complete and operable in all respects (even if not specified in the description of the work, but necessary for proper installation and operation of the Work under the General Conditions), all of which shall be provided by the Contractor as part of the stated Contract Price. Any request for extras which appear to be based on either the lack of specific details or specified reference in the General Conditions will be not approved as an extra if, in the sole opinion of the work in question is a required item under the Contract (which opinion shall be conclusive and binding on Contractor). Owner shall have the right, at any time, to supplement the General Conditions for the Work with consistent drawings and schedules and upon doing so such drawings and schedules shall immediately become part of the Contract. Contractor shall do the several parts of the Work at such times and in such order as Owner may direct and in the event the work is divided into sections, Contractor shall prosecute all sections simultaneously if requested by Owner.

ARTICLE 6. **Title to Materials:** All Work furnished or delivered to the Project and all materials, fixtures or equipment installed in the Project shall be free and clear of any claims, liens or encumbrances. Immediately upon performance of any part of the Work by Contractor under this contract, title to all such work shall vest in the owner, the Contract warrants such title shall be free of any claims, liens or encumbrances upon payment therefor.

ARTICLE 7. **Construction Liens:** Contractor shall ensure that no construction liens, or other encumbrances whatsoever (including equitable lien claims), shall be filed or maintained by the Contractor or by any subcontractors, sub-subcontractors, material men, laborers or other lienors (each, a "Lienor") in connection with any Work. Contractor agrees to indemnify, defend and hold Owner harmless from and against all liens or other claims whatsoever filed by or against the Owner or the Project by any Lienor for work performed or materials or services furnished in connection with the Work for which Contractor has been paid or for which payment is not due at the time the lien is filed. In the event a claim of lien is filed against Owner's property, Contractor shall cause the same to be satisfied within five (5) days following the date of filing, or in the alternative, shall cause the claim of lien to be transferred to bond.

ARTICLE 8. **Commencement and Completion of Work:** Contractor agrees to commence the Work immediately upon notification by Owner of the desired commencement date. The Contractor agrees to complete all work pursuant to this Contract within thirty (30) days of the issuance of a demolition permit for the Work ("Completion Date"). The Contractor agrees to apply for a demolition permit within thirty (30) days of the execution of this Contract and to diligently prosecute all steps necessary to obtain said permit for the Town of Davie.

The Work shall be deemed completed when all of the following have occurred to Owner's reasonable satisfaction:

- (a) All necessary governmental approvals, licenses, operating permits or other applicable approvals for the Work, including certificates of occupancy (if applicable) or final approvals, have been obtained and any final, unconditional inspections of the Work have been conducted by all applicable agencies;
- (b) Contractor must have furnished to Owner a Final Contractor's Affidavit verifying that the Work has been completed in accordance with this Contract and the General Conditions and that all Lienors have been paid in full, accompanied by a Final Lien Waiver and Release of Lien duly executed by Contractor and each Lienor, all in a form prescribed by Owner in its sole discretion, to ensure lien-free completion of the Work;
- (c) Owner has accepted the Work in writing; and
- (d) Contractor, at its sole cost and expense, must have furnished to Owner accurate and complete information which Owner deems necessary or desirable to document completion of the Work (including any and all Change Orders, extras and any changes made in the field).

ARTICLE 9. **Final Payment:** Upon final completion of the Work and written acceptance of the Work by Owner and the issuance of all necessary governmental approvals, licenses, operating permits or other applicable approvals for the Work, Contractor shall be entitled to apply for the final payment ("Final Payment") of all the sums due to Contractor under the Contract. As a further condition precedent to receiving the Final Payment, Contractor shall (i) furnish to Owner a final contractor's affidavit verifying that the Work has been completed in accordance with the Contract and that all Lienors performing any portion of the Work have been paid in full, accompanied by a final lien waiver and release of lien duly executed by Contractor and each Lienor performing any portion of the Work, all

in a form prescribed by Owner, and containing such terms and provisions as Owner deems necessary or desirable in its sole discretion to ensure lien-free completion of the Work, (ii) deliver to Owner all warranties required by the Contract, and (iii) provide Owner, at Contractor's expense, with accurate and complete information which Owner deems necessary or desirable to document completion of the Work (including any and all changes made in the field). Contractor's acceptance of the Final Payment shall constitute a waiver by Contractor of all claims against Owner which are unsettled at the time of the making of the Final Payment. Owner shall have thirty (30) days to make the Final Payment after all conditions precedent to Final Payment are fulfilled.

ARTICLE 10. **Application of Payments:** Contractor shall apply all payments received under the Contract to the payment of amounts owed for labor, materials or services which were furnished for the Work. All such funds paid to Contractor shall be held in trust for payment of all Lienors and neither Contractor nor any other Lienor shall use such funds for any other purpose. In the event any liens are filed against the Property as a result of the Work and are not satisfied of record within three (3) calendar days of Owner's notice to the Contractor of the existence of such lien, Owner shall have the right to settle, satisfy or bond-off such lien at Contractor's cost and expense and off-set the same against the Final Payment due to Contractor under the Contract.

ARTICLE 11. **Taxes:** Contractor shall be solely responsible for the payment of all of taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by Contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or the completion of the Work.

ARTICLE 12. **Examination of Site and Technical Specifications:** Contractor waives all claims that the site and existing conditions (if any) are not in accordance with the General Conditions and all bid documents. If, prior to submitting a bid, Contractor fails to properly review the General Conditions and other bid documents to discover any deficiencies affecting the Work and subsequently discovers any such deficiencies while performing the Work, Contractor shall be obligated to immediately notify Owner in writing of such deficiencies and shall promptly correct the same without any increase in the Contract Price and without any extension of the Completion Date. Owner expressly disclaims any warranties, expressed or implied, of the suitability of the site for the construction of the Work. Contractor hereby waives any claims for damage, additional compensation or delay based upon any deficiencies in the General Conditions.

ARTICLE 13. **Changes in the Work:** Owner may, without invalidating the Contract, order additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made in the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extension of the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract.

ARTICLE 14. **Delays**: If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work by Owner, fire, adverse weather conditions which can not reasonably be anticipated (normal rain delays already being contemplated in determining the Completion Date), unavoidable casualty or similar causes beyond the Contractor's control, then the Completion Date shall be extended by Change Order for such reasonable time as the Owner may determine. Any claim by Contractor for an extension of the Completion Date shall be made in writing to the Owner not more than twenty-four (24) hours after the commencement of the delay, otherwise the claim for extension shall be waived. In the case of a continuing delay only one claim is necessary. Contractor shall identify with specificity the cause of the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work. Any claim for delay by the Contractor shall only serve to extend the Completion Date and shall not entitle the Contractor to any increase in the Contract Price, except as specified in Article 8 above. All other claims for damages due to delays in the Work are hereby waived by Contractor even if caused in part by Owner's or a separate contractor's negligent actions or omissions.

ARTICLE 15. **Indemnification**: The Contractor agrees to indemnify and hold harmless the Owner, its officers, agents and employees, free and harmless from any claim, liability, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against all loss of life, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the Owner against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and expenses in connection therewith. Nothing in this Contract shall be construed to affect in any way the Owner's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

ARTICLE 16. **Insurance**: The Contractor, at Contractor's expense shall maintain the following insurance coverages until acceptance of the Work by the Owner.

A. Workers' Compensation-Statutory:

Policy must include Employers Liability: \$100,000 for each accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee).

B. Commercial General Liability:

\$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for premises/operations; products/completed operations; contractual liability; independent contractors.

C. Business Auto Liability:

\$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned auto; hired autos; non-owned autos.

The CRA and the Town of Davie are to be named as additional insureds on both the general liability and auto liability policies. These policies shall provide that the CRA and the Town be given thirty (30) days advance notice prior to cancellation or reduction in coverages.

ARTICLE 17. **Standards of Workmanship**: The Work shall meet the requirements of the General Conditions and the standards generally accepted by the local industry.

ARTICLE 18. **Labor Disputes:** In the event of any labor dispute, regardless of whether or not Contractor caused and/or is directly involved therewith, and regardless of the reason for the labor dispute, Contractor agrees to perform the Work as scheduled. Any such labor dispute shall not be deemed an excuse by Contractor for failure to perform. As used herein, labor dispute shall be deemed to include any strike or refusal to cross any picket line by any laborer or any other person regardless of the person, company or employee to which such action is directed. Labor disputes shall also include any stoppage, abandonment, interference or any interruption of the Work by any person, labor organization, company or others.

ARTICLE 19. INTENTIONALLY OMITTED

ARTICLE 20. **Compliance with OSHA and EEOC:** Contractor agrees to observe and strictly adhere to the provisions of the Occupational Safety and Health Act, and any other similar laws, rules or regulations enacted by federal, state or local authorities, as the same may be amended, interpreted or enforced from time to time. Contractor shall also comply with all laws, procedures, rules and regulations promulgated by the Equal Employment Opportunity Commission or other authority with regard to non-discrimination as the same apply to the Work.

ARTICLE 21. **Default and Termination:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under the Contract: (i) a breach by Contractor of any covenant, warranty or Contract contained in the Contract or any covenant, warranty or Contract contained in any other Contract or Contract between Owner and Contractor (or an affiliated company) which remains uncured for ten (10) days after notice from Owner, (ii) the commencement of any proceedings by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (ii) obtain specific performance of the Contractor's obligations under the Contract, (iii) obtain any other available legal or equitable remedies, or (iv) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contract, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or Contract between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefore. Contractor grants Owner a lien and security interest in all materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

ARTICLE 22 **Liquidated Damages** The Owner shall assess a one hundred (\$100.00) dollar per day liquidated damage cost for every day the Project exceeds the Completion Date established in Section 8. These costs will be levied in all cases except for those extensions approved by the Owner. Liquidated Damages will be received for each day of the Completion Date, Sundays and Holidays included, that the Work remains uncompleted. These amounts shall represent the actual damages which the Owner has sustained per day by failure of the Contractor to complete the Work within the time stipulated and shall not be construed as a penalty.

ARTICLE 23 **Clean-Up and Preservation:** Contractor agrees to remove from the Project, as often as directed by Owner, all rubbish, debris and surplus material which may accumulate from the

prosecution of the Work. Contractor, at its expense, agrees to remain responsible for the preservation and protection of the Work during any work stoppages or delays and further agrees to protect the Work from deterioration and/or damage until such time as the Work is accepted in writing by Owner and the Final Payment is made. Owner's acceptance of the Work shall not constitute a waiver of any claims for defective or non-complying Work.

ARTICLE 24. **Safety and Use of Site:** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Contractor, at Contractor's expense, shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (i) all employees performing the Work and other persons who may be affected thereby, (ii) all of the Work and all materials and equipment to be incorporated therein, and (iii) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority relating to the safety of persons and properties and their protection from damage, injury or loss. Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The areas of the Project which may be used by Contractor are limited and shall be approved by Owner and any authority having jurisdiction over the site before Contractor commences the Work. Owner shall have the right to reasonably change the location of such areas from time to time upon notice to Contractor. Contractor shall use its best efforts to ensure at all times that any and all conservation areas or nature preserve areas located in or adjacent to the Project are not entered or disturbed, except when authorized by Owner and that all vehicles (whether Contractor's, or any others performing the Work) are to be parked, and all equipment and materials are to be kept, at all times, on site and that adequate security shall be provided for the job site to protect against trespassing, theft, vandalism, breakage and damage.

ARTICLE 25. **Conduct of Workmen:** Contractor shall be responsible for the proper behavior and conduct of all persons performing the Work and shall be responsible for removing from the job site any workmen whose behavior is disruptive to the orderly progress of the Work. No alcoholic beverages of any kind are to be consumed on the job site and no habit forming or illegal drugs are to be brought on the job site or used by any workmen. No radios or other sound-producing devices shall be used in a manner which annoys or disturbs others performing work. Any workmen found to have violated said regulations shall be immediately replaced by Contractor. Any breach of this paragraph will be grounds for immediate termination of the Contractor.

ARTICLE 26. **Notices.** All notices to be given hereunder shall be in writing and personally delivered, or sent by registered or certified mail, return receipt requested, or sent by telefax with copy by mail, or delivered by an overnight courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or overnight courier service, or on the date of transmission with confirmed answer back if by telefax if transmitted before 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day, except that notice of a change in address shall be effective only upon receipt.

If to the Owner:

TOWN OF DAVIE
COMMUNITY REDEVELOPMENT AGENCY
Attn: Redevelopment Administrator
3921 S.W. 47th Avenue
Suite 1008
Davie, Florida 33314
Telephone No. (954) 797-2093
Fax No. (954) 797-1200

If to the Contractor:

Demo Doctor, Inc.
P.O. Box 14848
Fort Lauderdale, Florida 33302
Telephone No. (954) 761-9268
Fax No. (954) 761-8815

ARTICLE 27. **Arbitration**: All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contract, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This Contract to arbitrate shall be specifically enforceable in any court of competent jurisdiction.

ARTICLE 28 **Public Entity Crime Information** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months for the date of being placed on the convicted vendor list.

ARTICLE 29. **Miscellaneous**:

(a) Time is of the essence for all Contractors' obligations under the Contract.

(b) Contractor shall not pledge, transfer, encumber or assign its rights under the Contract or any part thereof or interest therein.

(c) Only the Owner, the Contractor and any indemnified parties described in the Contract shall be entitled to the benefits of the Contract, and no other party shall be deemed a third-party beneficiary under the Contract nor be entitled to enforce the terms of the Contract.

(d) In the event any term or provision of the Contract is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of the Contract shall be construed to be in full force and effect. The Contract shall be governed and construed in accordance with the laws of the State of Florida and the Contractor submits to the jurisdiction of the state and federal courts in and for the Broward County and waives any claim that the same is an inconvenient forum.

(e) The Contract contains the entire Contract and understanding between Owner and Contractor and there are no representations, warranties or Contracts other than those contained in the Contract. All negotiations and Contracts, oral or written, relating to the Work prior to the date of the Contract are superseded and replaced by the terms of the Contract. Any additions, modifications or changes to the Contract must be in writing and signed by the party against whom enforcement is sought.

(f) No provision of the Contract shall be deemed to have been waived by Owner, either expressly, impliedly or by course of conduct, unless such waiver is in writing and signed by Owner, which waiver shall apply only to the matter described in the writing and not to any subsequent rights of Owner.

(g) The prevailing party in any litigation arising under the Contract shall be entitled to reimbursement of all attorneys' fees and costs incurred at all trial and appellate levels, including any bankruptcy proceedings.

(h) The Contract may not be recorded in the Public Records and any such recording by Contractor shall be deemed a material default. In interpreting the Contract, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall

include every other and all genders, and captions and paragraph headings shall be disregarded. The Contract shall not be more strictly construed against either party hereto.

(i) All indemnities, representations, warranties and waivers made by Contractor in favor of Owner, its agents, employees, successors or assigns, shall survive completion of the Work, the making of the Final Payment and any cancellation or termination of the Contract.

(j) All of the exhibits attached to these general conditions are incorporated in and made a part of the Contract.

ARTICLE 30. WAIVER OF JURY TRIAL: OWNER AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

IN WITNESS WHEREOF, the parties hereto have executed these general conditions as of the date first above written.

THE TOWN OF DAVIE COMMUNITY
REDEVELOPMENT AGENCY

Attest:

By: _____

Its Chair

Witnesses:

Print Name:

Witnesses:

Print Name:

DEMO DOCTOR, INC.

By: _____

Name:

Title:

EXHIBIT "A"
GENERAL CONDITIONS
AND SCOPE OF WORK

1. The Contractor shall demolish four (4) existing structures and the parking areas including the covered asphalt areas as shown on the surveys attached hereto as Exhibit A-1. The work consists of demolishing the structures, removing the debris from the premises, removing the parking areas and removing the material and then grading the area and planting grass seed over the entire site. Demolition of structures along Orange Drive shall occur to the existing curb line; the existing islands located at the entrance to the Church are to be removed. All State of Florida, Broward, County, and Town of Davie regulations must be met. The Town of Davie shall be responsible for all asbestos removal. The Contractor is also responsible for assuring that the utility connections for the entire site are disconnected. The Contractor shall install and maintain a perimeter fence around the entire property during the term of the Project. The Contractor shall assure that there shall be continuous access to and from the property comprising the Moose Lodge located to the north of the Project during all work in connection with the Project, including during asphalt removal. No permit fees from the Town of Davie are required to be obtained prior to doing the demolition work
2. No work shall be performed before 7:00 a.m. and no work shall be performed after 7:00 p.m.
3. Any damage to the road, facilities, services, utilities, irrigation systems, street furniture, tree stakes or straps, or vegetation caused by the action of the contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the Owner. Failure to restore said property within five (5) working days following notification will result in a deduction from the payment made to the Contractor of expenses of the Owner incurred through the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.
4. The location of the buildings to be demolished and the parking lots to be removed are shown on the enclosed surveys. The properties located at:
 - 4493 SW 64 Avenue- This building includes a small second floor apartment known as 6425 SW 45 St.-Suite B.
 - 6425 SW 45 Street or Orange Drive-Suite A-This is a former retail store space.
 - 6451 SW 45 Street- This building was most recently used as a church and a day care center.
 - 6453 SW Orange Drive- This building was used as the residence for the adjoining church.
5. All equipment shall be maintained in a safe operating condition while performing

work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the Owner. The Contractor shall be responsible for injury to persons caused by the operation of equipment.

6. A Maintenance of Traffic Plan is required to be submitted detailing how the traffic traffic on adjoining streets will be maintained in the event the demolition activities require the closing of streets. Traffic shall be maintained at all times where practical. No traffic shall be detoured without the prior knowledge of the Owner and the Davie Police Department and Davie Fire Department. The Contractor will notify the Owner and Davie Police Department and Davie Fire Department forty-eight (48) hours in advance in the event of a detour or closure of any roadway. All traffic control signs and devices are to be furnished by the Contractor. No building material may be stored on the street right-of-way. In the event the Contractor must detour traffic on the adjoining street, a plan or field sketch must be submitted for approval of the Town of Davie Police Department depicting a method of providing one way operation or runaround detour route a minimum of the 48 hours listed above.

BID OPENING REPORT
 BID NAME: Demolition of Bldg. Structures -
Orange Drive
 BID NUMBER: B-07-105

TIME: 2:07 PMDATE: 9/11/07ESTIMATED COST: \$95000.00

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	Arbor Tree & Land	\$64,887.00	3
2.	JCCS Inc.	\$83,200.00	7
3.	Petes Trucking & Demo	\$98,637.40	13
4.	Palm Beach Bldg. Group	\$99,500.00	14
5.	Everglades Contracting	\$85,705.00	9
6.	E.R.G. Enterprises	\$87,745.00	10
7.	The BG Group	\$68,470.00	4
8.	IPQ Construction	\$79,589.00	5
9.	Berg Demolition	\$84,378.00	8
10.	Colyer Demolition	\$89,450.00	11

REMARKS

THIS TOWN SENT SPECIFICATIONS TO 17 PROSPECTIVE BIDDERS
THE TOWN RECEIVED 15 BIDS.

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE
 SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING
DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL
THE BID SPECIFICATIONS, PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: [Signature]DATE: 9/11/07WITNESS: [Signature]DATE: 9/11/07

BID OPENING REPORT

BID NAME: Demolition of Bldg. Structures
Orange Drive
 BID NUMBER: B-02-105

TIME: 2:07 PMDATE: 9/11/07ESTIMATED COST: \$95000.00

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	D.H. Griffin Wrecking Co.	\$146,000.00	15
2.	Miami Wrecking Co.	\$92,874.00	12
3.	Demo Doctor Inc.	\$36,400.00	1
4.	THUNDER DEMOLITION	\$63,000.00	2
5.	WILDCAT	\$79,900.00	6
6.			
7.			
8.			
9.			
10.			

REMARKS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: [Signature]DATE: 9/11/07WITNESS: [Signature]DATE: 9/11/07

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

<u>ACCOUNT NUMBER</u>	<u>BUDGET ITEM & DESCRIPTION</u>	<u>APPROXIMATE COST</u>
010-0405-515-0502 ✓	Davie Community Redevelopment Agency	\$95,000.00
<i>CRA- SPECIAL PROJECTS</i>	Demolition of Building Structures and removal of Parking Areas	

METHOD OF PROCUREMENT (check the one that applies)

☒ Open Competitive Bidding
☐ Piggyback on Contract Number _____
☐ Sole Source
☐ Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed Will Allen
 Department Head
 Have Funds been Reserved RES. 36123
 Date 9/14/07 Signed AA
 Signed Harry Shumma
 Town Administrator

BIDS SUBMITTED

VENDOR	COST
<u>DEMO DOCTOR, INC.</u>	<u>\$ 36,400.00</u>
<u>T HUNTER DEMOLITION</u>	<u>63,000.00</u>
<u>ARBE TRUCK & LAND</u>	<u>64,887.00</u>
<u>THE BG GROUP</u>	<u>68,470.00</u>
<u>IPQ CONSTRUCTION</u>	<u>79,589.00</u>
<u>WILDCAT DEMOLITION</u>	<u>79,900.00</u>
<u>JCCS, INC.</u>	<u>83,200.00</u>
<u>BONE DEMOLITION</u>	<u>84,370.00</u>
<u>EMERLADES CONTRACTING</u>	<u>85,705.00</u>
<u>E.R.G. ENTERPRISES</u>	<u>87,745.00</u>
<u>COLYER DEMOLITION</u>	<u>88,450.00</u>
<u>MIAMI WRECKING CO.</u>	<u>93,874.00</u>
<u>PETERS TRUCKING & DEMO</u>	<u>\$ 98,637.00</u>
<u>PALM BEACH BLDG GROUP</u>	<u>99,500.00</u>
<u>D.H. BRUCE'S WRECKING</u>	<u>146,000.00</u>

Signed _____
 Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor	Cost
<u>DEMO DOCTOR, INC.</u>	<u>\$ 36,400.00</u>

Request for Taxpayer
Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type name as shown on your income tax return
Demo Doctor Inc

Business name, if different from above

Check appropriate box ☐ Individual Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
PO Box 14848

City, state, and ZIP code
Ft Lauderdale, FL 33302

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

5	6	4	2	3	9	1	2	3	1	3
---	---	---	---	---	---	---	---	---	---	---


Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here 

Date **9-7-07**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity

Vendor/Bidder Disclosure

I, Robert Trafford, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization:

Demo Doctor Inc.

Address:

P.O. Box 14848

Ft. Lauderdale, FL 33302

FEIN

562392313

State and date of incorporation

FL

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
<u>Robert Trafford</u>	<u>2430 Marathon Ln.</u>	<u>Ft. Lauderdale, FL 50%</u>
<u>Robert Trafford</u>	<u>RT</u>	<u>RT</u>
		%
		%
		%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

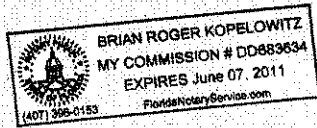
Full Legal Name

Address

By: Signature of Affiant
Robert Trafford
Print Name

Date: _____

SUBSCRIBED AND SWORN TO or affirmed before me this 11 day of Sept 2007, by Robert Trafford, he/she is personally known to me or has presented personally known as identification.



[Signature]
Notary Public, State of Florida at Large

Print or Stamp of Notary

Serial Number

My Commission Expires : _____

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[Entity Name Search](#)**Detail by Entity Name****Florida Profit Corporation**

DEMO DOCTOR, INC.

Filing Information**Document Number** P03000097398**FBI Number** 562392313**Date Filed** 09/02/2003**State** FL**Status** ACTIVE**Principal Address**712 NW 7 TERRACE
FT. LAUDERDALE FL 33311

Changed 03/21/2007

Mailing AddressP.O. BOX 14848
FT. LAUDERDALE FL 33302**Registered Agent Name & Address**TRAFFORD, ROBERT J
2430 MARATHON LANE
FORT LAUDERDALE FL 33312 US

Address Changed: 07/05/2006

Officer/Director Detail**Name & Address**

Title P

TRAFFORD, ROBERT J
P.O. BOX 14848
FT. LAUDERDALE FL 33302

Title VP

RADULIC, AL
P.O. BOX 14848
FT LAUDERDALE FL 33302http://www.sunbiz.org/scripts/cordet.exe?action=DETFIL&inq_doc_number=P030000973... 9/20/2007

Annual Reports

Report Year Filed Date

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2006	07/05/2006
2007	03/21/2007

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